NANAIMO AREA INDOOR TENNIS SOCIETY (NAITS)

WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK,

AND INDEMNITY AGREEMENT ("this Agreement")

TO: Nanaimo Area Indoor Tennis Society (NAITS), its directors, officers, employees, volunteers, agents, heirs and assigns (collectively and hereinafter referred to as "NAITS")

In consideration of being permitted to participate in tennis and other activities at, and to use, the facilities operated by or in association with NAITS (the "Facilities"), I/We agree as follows:

1. Assumption of Risk

I/We acknowledge that participation in tennis and the use of the Facilities involves certain risks, dangers, and hazards, including but not limited to: physical injury from playing tennis, slipping or falling on courts or premises, collision with other players or equipment, illness of any kind, and any other risks relating to the sport of tennis or to the use of the Facilities.

I/We freely and voluntarily accept and assume all such risks, both known and unknown, of personal injury death, illness of any kind, property damage, expense or other loss resulting directly or indirectly from my/our participation in tennis and other activities at the Facilities.

2. Waiver and Release

I/We hereby waive all rights and release NAITS from any and all claims for any loss, damage, expense, and/or injury including death that I/we may suffer, or that my/our heirs may suffer, as a result of my/our participation in tennis and other activities at the Facilities, **DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE ON THE PART OF NAITS.**

3. Indemnity

I/We agree to indemnify and hold harmless NAITS from any and all claims, liability, loss, damage, expense, or injury that NAITS may suffer as a result of my/our participation in NAITS activities, including any liability arising out of claims made by or on behalf of my/our minor children.

4. Photo and Video Release

I/We grant permission to NAITS to use photographs and/or video footage in which I/we appear, taken during NAITS activities, for promotional and informational purposes without compensation.

☐ I/We do **NOT** consent to the use of photographs or video footage.

5. Code of Conduct

I/We agree to conduct myself/ourselves in a sports-like manner at all times and to abide by all of the rules, bylaws, and regulations of NAITS. I/We understand that failure to do so may result in suspension or revocation of membership.

6. Agreement

I/We confirm that I/we have read and understood this Agreement and agree to be bound by its terms. I/We acknowledge that this Agreement is intended to be as broad and inclusive as permitted by the laws of British Columbia, Canada, and agree that if any portion is held invalid, the remainder of this Agreement shall continue in full force and effect.

Participant Information and Signature

Participant Full Name (Print):

Address:

City: **Province:** **Postal Code:**

Phone: **Email:**

Participant Signature:

X _____

Date:

For Participants Under 18 Years of Age

If the participant is under 18 years of age, a parent or legal guardian must sign below.

Minor Participant Full Name (Print):

Date of Birth:

Parent/Guardian Full Name (Print):

Relationship to Participant:

Parent/Guardian Signature:

X _____

Date:

Additional Participants (if applicable)

Additional family members covered under this waiver:

Full Name (Print)	Date of Birth DD/MM/YY	Signature	Date Signed DD/MM/YY

For office use only: **Membership #:** **Received by:** **Date:**